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Dictaphun

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♦ ♦ ♦ Dictaphun ♦ ♦ ♦

HUMOUR: A LA DEMOCRAT

As was announced exclusively in these columns last month, selected samples of English humour will be reprinted. Hon. Lawrence Lewis (Congressman to you!) is responsible for this material. If you like it we will take pride in pointing out that we used it. If you don't like it we will view with alarm the fact that we must use what we can get. We take this opportunity, however, to deny, that in consideration of the use of his contribution Mr. Lewis has agreed to make the editor of this monument of wit United States Attorney, Collector of Customs, Collector of Internal Revenue, Director of the Mint and/or Custodian of the Federal Building. The contract is that we are to be Assistant Secretary of State in charge of Marine expeditions against defenseless and harmless republics, preferably members of the Pan American Union.

So-o-o-o-o, relayed by Congressman Lewis as aforesaid, we find these in the London *Times*, dates not stated and to the editor unknown:

A LEGAL RIDDLE

To the Editor of the *Times*: In my chambers the other day there foregathered a group of young members of the Bar, talking "shop." To them I presented a very old but pretty little problem, and left them arguing. It may yet interest some of those who delight in such cases.

Udoxes* contracted to instruct Harmonius* in rhetoric. The arrangement was that Harmonius should pay a fee in two instalments. The first was to be paid at once. The second was conditional on Harmonius succeeding in his first case: should he lose, then he could consider his instruction poor and the second instalment cancelled. He paid the first instalment and was duly instructed: but failed altogether to practice. Becoming impatient at the delay, after two years had passed Udoxes sued him for the balance of the fee. He argued thus:—"If I win this suit, then Harmonius must—by judgment—pay me. If I lose it, then he will have won his first suit and will still have to pay me." It seemed that he was in an unassailable position. Harmonius, however, argued otherwise. "If Udoxes wins the suit against me, then I shall have lost my first suit and need not pay him. If, on the other hand, I win the case, then by judgment of the Court I need not pay him."

History does not relate the result of the suit.

Yours, &c.,

33, Devonshire-street, W. 1.

R. LLOYD.

A LEGAL RIDDLE

To the Editor of the *Times*: If one of Mr. Lloyd's young friends were (with appropriate fee) instructed to advise poor Eudoxes§ how to bring the shabby

*Neither the Editor nor Mr. Lewis are responsible for these dizzy names.

§Note this interesting variant in the spelling of the name of the unfortunate instructor.

Harmonius to book, he might perhaps recommend him to avoid the dilemma suggested by amending his statement of claim and seeking to recover, instead of the balance of the fee, damages for breach of a plainly implied underlying term of the contract—namely, that Harmonius would *bona fide* and within a reasonable time engage in practice, and so seek to obtain and win a case. On the facts stated by Mr. Lloyd such term was broken and there would be no defense to the claim as amended, the measure of damages being, it is true, not necessarily the unpaid balance of the fee, but such damages as the jury might think Eudoxes lost by the breach of contract. In any case the plaintiff should secure his costs—the thing which really matters!—HIS HONOUR JUDGE BARNARD LAILEY, Swanmore, Hants.

A LEGAL RIDDLE

To the Editor of the *Times*: The problem of the contract between Harmonius and Udoxes, quoted by Mr. R. Lloyd in your issue of December 6, appears to be an adaptation of the anecdote told of Corax of Syracuse, about 465 B. C., whom Aristotle regarded as the father of forensic rhetoric. Corax (Crow) had a pupil named Tisias. The anecdote is quoted, with reference to its sources, in J. F. Dobson's "The Greek Orators," and is as follows:—

Tisias took lessons from Corax on condition that he should pay the fee only if he won his first case in Court. After some lapse of time Corax grew impatient for his money, and finally brought an action—the first case, as it happened, on which Tisias was ever engaged. Corax asserted, "If I win this case, I get my money by the verdict; if I lose it, I claim payment by our contract." "No," said Tisias, "if I win, I don't pay, and if I lose, I don't pay."

The Court dismissed the case with the remark, "A bad crow lays bad eggs."

Yours, &c.,

J. H. WEATHERALL

Essex Manse, W. 8.

All of which reminds us of the classic remark said to have been addressed to Ralph Hartzell by Judge Hallett. It appears Ralph had sought in some forty ways to get certain testimony admitted and without success. At last he appealed to the court, asking his honor how the evidence could be gotten in. Said Hallett, J: "I suggest, Mr. Hartzell, that you might employ counsel."

MR. JONES SOUNDS OFF

Mr. Louis A. Hellerstein, Editor-in-Chief, Dicta,
1020 University Bldg., Denver, Colorado.

Dear Mr. Hellerstein:

In the September, 1932, number of Dicta, No. 16 of "Dictaphun," which refers to an incident in Judge Hallett's court, states that: "*He entered the court room without taking off his hat and smoking a cigar.*" (Italics mine.)

I can understand the rule about the hat; but the rule in respect to the cigar must have been hard on nonsmokers.

Cordially yours, JAMES R. JONES.